

FIRST RESPONDER EQUIPMENT SUB-GRANT AGREEMENT
U.S. DHS-ODP 2003 STATE HOMELAND SECURITY GRANT PROGRAM

This First Responder Equipment Sub-grant Agreement (hereinafter called the "Agreement") is made and entered into by and between the State Emergency Management Agency (hereinafter called the "State") and the Board of Commissioners of _____ County (hereinafter called the "County"), for the purposes and subject to the terms and conditions agreed to herein.

COUNTY INFORMATION	
County:	Tax ID #:
Contact Name:	
Contact Title:	
Address:	
City:	Zip:
Telephone:	FAX:
E-Mail:	

1. Purpose of Agreement

The purpose of this Agreement is to enable the State to make a sub-grant to the County from the U.S. Department of Homeland Security Office of Domestic Preparedness (DHS-ODP) Federal Fiscal Year 2003 State Homeland Security Grant Program for \$X,XXX.XX for allowable expenditures as described in this Agreement. The sub-grant shall be used exclusively in accordance with the provisions contained in this Agreement.

2. Term of Agreement

This Agreement shall commence on the date it has been executed by all signatories. The term of this Agreement shall be governed by the performance period established by the DHS-ODP Federal Fiscal Year 2003 State Homeland Security Grant Program. As of the effective date of this Agreement, this performance period ends on March 31, 2005. If DHS-ODP extends the performance period associated with this funding, the term of this Agreement will be automatically extended to conform to this change in performance period, except that the term of this Agreement shall not exceed four (4) years.

3. Payment of Sub-grant Funds

Payment of the sub-grant funds will be made to the County after the following tasks have been completed:

- A. The County's Equipment Budget Detail Worksheet has been completed and approved in accordance with the following:
 - i. The County has completed the Equipment Budget Detail Worksheet using the forms provided by the State. The equipment on this list must be listed on the Indiana State Homeland Security Grant Approved Equipment List ("Approved Equipment List") incorporated as Exhibit A of this Agreement.

- ii. The County has electronically submitted the completed Worksheet to: Anti-terrorism@sema.state.in.us.
 - iii. Both the State and DHS-ODP have reviewed and approved of the completed worksheet.
- B. The County has completed a Program Narrative describing how the equipment will be utilized and how it will enhance the response capability of the County using the forms provided by the State and has submitted it to the State.
- C. The County has:
 - i. presented the completed Equipment Budget Detail Worksheet and Program Narrative to each of the County's cities and towns with a population of greater than 25,000 (based on the 2000 Census);
 - ii. obtained the signature of the executive of each such city or town on the written statement of concurrence for the planned expenditures, using the form provided by the State; and
 - iii. submitted these completed written statements of concurrence to the State accompanied by paper copies of the completed Equipment Budget Detail Worksheet and Program Narrative approved by the applicable cities and towns.
- D. The County Commissioners have approved of the County entering into this Agreement with the State and one or more of the County Commissioners have signed the Agreement and the County has returned the signed Agreement to the State.

4. Allowable Expenditures

The following expenditures are Allowable Expenditures:

- A. The sub-grant funds shall only be used to purchase equipment listed on the Indiana State Homeland Security Grant Approved Equipment List ("Approved Equipment List") incorporated as Exhibit A of this Agreement.
- B. The sub-grant funds shall only be used to purchase the equipment specifically listed, in the quantity specified, on the County's approved Equipment Budget Detail Worksheet. If the County wants to purchase equipment listed on the Approved Equipment List that is not on the County's approved Budget Detail Worksheet, or wants to purchase a greater or lesser quantity of a type of equipment that is included on the County's approved Budget Detail Worksheet, the County must submit a revised Budget Detail Worksheet to the State prior to making such a purchase. Before the County makes such a purchase, the State, and possibly DHS-ODP, need to review and approve the County's revised Budget Detail Worksheet.

5. County's Duties and Responsibilities:

- A. The County shall submit the information required under Paragraph 3 of this Agreement by no later than September 15, 2003.
- B. The County shall complete all purchases of equipment under this Agreement by no later than September 15, 2004, unless the County has requested and received an extension from the State. If a County will not be able to complete all purchases by September 15, 2004, the County may request an extension from the State. This extension must include the following:
 - i. The reason why an extension is needed; and
 - ii. The date by which all purchases will be completed (however, this date cannot under any circumstances exceed the performance period for this grant).
- C. Within fifteen (15) days of the date that the County acquires equipment, purchased in whole

or in part with grant funds, the County shall submit to the State a copy of the invoice accompanied by a listing of the organization(s) that received the equipment.

- D. The County will ensure that grant funds are only used for allowable, fair, and reasonable costs.
- E. If the funds received by the County exceed the County's actual allowable expenditures, the County will promptly return to the State all the funds received that exceed the actual allowable expenditures.
- F. In the event the approved amount of the grant is reduced, the County will promptly refund to the State the reimbursement applicable to the amount of the reduction.
- G. The County will separately account for interest earned on sub-grant funds. The County may keep interest earned on federal grant funds up to \$100 per federal fiscal year. This maximum limit is not an award, it is inclusive of all interest earned as a result of all federal grant program funds received per federal fiscal year. Interest earned in excess of \$100 must be returned to DHS-ODP.
- H. The County will ensure that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
- I. The County will comply with all emergency management requirements as stated in the Indiana Emergency Management and Disaster Law, Indiana Code 10-4-1 (recodified as IC 10-14-3 by Sec. 5 of P.L. 2-2003 (SEA 257)).
- J. The County shall not opt-out of the Statewide Mutual Aid Agreement established under IC 10-14-3-10.6 and 10.7, as added by P.L. 205-2003 (SEA 216), Sec. 6, 7. The County shall not give equipment or sub-grant funds to any unit of government (city, town or township) that has opted-out, and is no longer a participant, of this Statewide Mutual Aid Agreement.
- K. Within thirty (30) days of the effective date of this Agreement, the County shall provide the State with the principal point of contact for the County's digital geographic information system (GIS) data and digital orthophotography (air photos) data, including the name(s) and associated contact information (address, phone, e-mail). If the State so requests, the County will share with the State, at no cost to the State, the County's digital GIS data and digital orthophotography data with the state for emergency planning and response purposes. The data should be provided to the State in an ESRI compatible format, or a format in which both graphics and attribute data can be converted into an ESRI platform. Data should be accompanied by a description of the data set; preferably by Indiana Profile Metadata or FGDC metadata, or minimally by the following specific information:
 - i. Title of the data set
 - ii. Description of the projection and coordinate system used
 - iii. Brief description of the data sets and their attributes (description of the fields in the database)
 - iv. Description of the accuracy of the data set, if known
 - v. Maintenance and update frequency.

6. Equipment Purchased

For all property having an acquisition cost of over \$5,000, acquired in whole or in part with grant funds, the County must comply with the applicable federal requirements pertaining to equipment in 28 CFR 66.32; which includes, but is not limited to, the following:

- A. Maintain records that include the following:
 - i. A description of the property;
 - ii. Manufacturer's serial number or other identification number;
 - iii. The source of the property; including the award number
 - iv. Who holds title;
 - vi. The cost of the property;
 - vii. The percentage of Federal participation in the cost of the property;
 - viii. The location of the property;
 - ix. If the property was assigned to an individual, the name and title of the individual to which the property was assigned;
 - x. The use of the property;
 - xi. The condition of the property; and
 - xii. The ultimate disposition of the property, including the date of such disposition.
- B. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records.
- C. Adequate maintenance procedures must be developed to keep the property in good condition.
- D. The County shall take a physical inventory of the property and the result reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The County shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property.
- E. The County shall not dispose of any property acquired with grant funds except in accordance with 28 CFR 66.32(e).

7. Notice To Parties

Whenever any notice, statement or other communication is sent to the State or County it shall be sent to the following address, unless otherwise specifically advised in writing.

- A. Notices to the State shall be sent to:
Manuela Johnson, Director
Anti-terrorism Division
State Emergency Management Agency
302 W. Washington Street Rm. E-208
Indianapolis, IN 46204-2760
Office FAX: 317-234-0736
Email: Anti-terrorism@sema.state.in.us
- B. Notices to the County shall be sent to:
The individual and address designated under County Information, above.

8. Monitoring By The State

The State may conduct a monitoring review and evaluation of activities as deemed appropriate by the State. The County will effectively ensure the cooperation of the County's employees in such monitoring and evaluation efforts. The County will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

9. Recordkeeping and Access to Records

The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to this project in a central location. Records of different federal fiscal periods shall be separately identified and maintained so that information desired can be readily located. The County shall adequately protect records against fire or other damage. The County shall make such materials available at all reasonable times during this period for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General. Copies thereof shall be furnished at no cost to the State or United States government representative if requested. The County shall maintain these books, documents, papers, accounting records and other evidence pertaining to this project for a period of at least three (3) years, beginning on the latest of the following:

- A. The date that the County submits its last report, deliverable or invoice to the State.
- B. The termination date of this Agreement.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

10. Termination of Agreement

This Agreement may be terminated by the State if the County:

- A. Fails to comply with the requirements or statutory objectives of federal law governing this sub-grant.
- B. Fails to make satisfactory progress toward the goals or objectives established by this Agreement.
- C. Proposes or implements substantial plan changes to the extent that, if originally submitted, the sub-grant would not have been approved for funding.
- D. Fails to submit required reports.
- E. Fails to comply with any requirement or certification in this Agreement.

Before taking such action, the State shall provide the County reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. If this Agreement is terminated, the County must return all sub-grant funds that have not been used for allowable expenditures as of the effective date of termination.

11. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

12. Compliance with Laws

The County agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations

thereunder after execution of this Agreement shall be reviewed by the State and the County to determine whether the provisions of the Agreement require formal modification.

13. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

14. Severability

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

15. Survival

Any termination of this Agreement shall not affect the ongoing provisions of this Agreement that shall survive such termination in accordance with their terms.

16. Remedies Not Impaired

No delay or omission of the State in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

17. Waiver Of Rights

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Drug-Free Workplace Certification

The County hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. County will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in County's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, County hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made,

and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the County and made a part of the Agreement as part of the Agreement documents.

The County certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the County's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, County shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The County shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The County understands that the State is a recipient of federal funds. Pursuant to that understanding, the County agrees that it will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The County shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of

this Agreement.

20. Lobbying Certification

- A. The County acknowledges that federal funds are the source of payments under this Agreement and the County certifies that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see 28 CFR Part 69, Appendix B for a copy of this form).
 - (3) The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. Debarment and Suspension

- A. County certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of County.
- B. Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
1. By signing and submitting this proposal, the County is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the County knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The County shall provide immediate written notice to the State if at any time the County learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The County agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The County further agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

22. Department of Homeland Security-Office of Domestic Preparedness Assurances

The County acknowledges that federal funds are the source of payments under this Agreement and hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the County assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the

Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will

forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

23. Authority to Bind County

- A. Notwithstanding anything in this Agreement to the contrary, the signatory(ies) for the County represents that execution of this sub-grant Agreement has been duly authorized by all necessary action required by IC 36-2
- B. The County shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State.

25. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that they/he/she is/are the duly authorized representatives of the County, and that no County officer, agent, or employee, directly or indirectly, to the best of his/her knowledge, has entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

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In Witness Whereof, the Board of Commissioners of _____ County and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

County: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

[May add additional signature lines if all Commissioners will sign]

State Emergency Management Agency:

By: _____

Patrick R. Ralston

Executive Director

Date: _____

Department of Administration

David Perlini

Commissioner

Date: _____

State Budget Agency

Marilyn F. Shultz

Director

Date: _____

Office of the Attorney General

Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on July 8, 2003.